

**EXHIBIT 5**

**TO**

**COMPLAINT**

# searchsystems.net Public Records Directory

## Public Record Locator

[Search](#)

 Example: cook county illinois property    [Advanced Search](#) | [Preferences](#) | [Helpful Hints](#)

### DirectPass™ Login

If you have a DirectPass account, sign in here.

**Username:**

[Username Help](#)

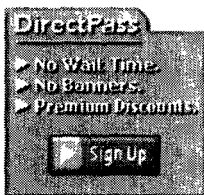
**Password:**

[Password Help](#)

> [Sign In](#)

• Premium members who would like a DirectPass: [Click Here](#)

**[Subscribe Now](#)**



**Find Foreclosures**  
Enter your zip code  
**Zip Code**

[Get Listings](#)

**Save Thousands**

**Find Foreclosures**



Enter your zip code!

[GO](#)

## Terms of Service

By utilizing the SearchSystems.net Website ("SearchSystems.net", the "Website" or "We"), you agree to be bound by the following terms and conditions (the "Terms of Service"). If you do not agree with any term or condition set forth below you are not authorized to use the services for any purpose.

### Acceptable Usage

You may not utilize the information provided on SearchSystems.net to violate any international, federal, state, county, municipal, regulatory or other governmental statute, ordinance, regulation or other civil, criminal or administrative rule or law. You will be held liable for any damages incurred by SearchSystem.net as a violation, in addition to reasonable attorney's fees and costs.

### Personal Use Only

SearchSystems.net is made available for your personal, non-commercial use. Unless you have entered into an express written contract with SearchSystems.net, the contrary, you may not copy, duplicate, save, print, sell, publish or disseminate any portion of the information, hyperlinks, compilation for other content of this Website for any commercial or public purpose. You agree that this foregoing provision will subject you to liquidated damages in the amount of \$100,000.00 US, in addition to reasonable attorney's fees, costs and damages incurred by SearchSystems.net for breach of this provision.

You cannot distribute or transfer copies of the pages on this site to other persons for exchange for money or other consideration.

You may not use SearchSystems.net to sell a product or service, or to generate traffic to your Web site for commercial reasons, such as advertising sales.

You may not modify, reformat, copy, display, distribute, transmit, publish, create derivative works from, transfer or sell any information, products or services obtained from SearchSystems.net, or mirror the SearchSystems.net hyperlinks on your Website.

If you want to make commercial use of the Website, you must enter into a written agreement with SearchSystems.net to do so in advance. Please [contact us](#) for more information.

### Hyperlinking

You may not publish or otherwise provide access to a "deep link" on the SearchSystems.net Website (defined as any page on the SearchSystems.net Website other than the home page); provide a hyperlink to SearchSystems.net as part of a commercial enterprise; or provide a hyperlink to SearchSystems.net in such a way that you thereby imply an affiliation of any sort with the Website (unless such an affiliation actually exists as evidenced by a written agreement between you and SearchSystems.net, and then only to the extent that such an affiliation actually exists).

### Advertising

#### Premium Services

#### Criminal Records

Over 170 million records from the Federal, State and Local Law Enforcement Agencies. Complete premium search system.

#### Bankruptcies

Instant access to a database of all bankruptcy courts in the United States. Complete premium search system.

#### Ads by Google

#### Public Records

Get current public records on anyone instantly! Search for free. [www.usa-people-search.com](http://www.usa-people-search.com)

#### Public Records Search

Find Births, Deaths, Marriages And More In Our US Records Collection. [www.ancestry.com](http://www.ancestry.com)

#### Public Land Records

Search a Nationwide Database of 2 Billion Deeds, Mortgages & More. [www.docedge.com](http://www.docedge.com)

#### Public Records

Over 2 billion public records, find anyone instantly! Search free. [www.peoplefinders.com](http://www.peoplefinders.com)

#### Advertise on this site

Site other than

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or throughout the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Searchsystems.net shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

### **Changes In Terms of Service**

We may modify or terminate our services from time to time, for any reason, and without notice, including the right to terminate with or without notice, without liability to you, any other user or any third party. We reserve the right to modify these Terms of Service from time to time without notice. Please review these Terms of Service from time to time so that you will be kept abreast of any changes.

### **Copyright and Trademark**

All contents of SearchSystems.net are Copyright © 2003-2005 Pacific Information Resources, Inc. All rights reserved.

Searchsystems.net's logo, trademarks and other marks that appear throughout SearchSystems.net belong to Pacific Information Resources, Inc., and are protected by U.S. and international trademark laws. You are prohibited from using any of the marks appearing throughout SearchSystems.net, except for banners expressly made available for download as otherwise outlined in this TOS, without express written consent from Pacific Information Resources, Inc., as permitted by applicable laws.

### **Banners**

SearchSystems.net provides banners to its Website to the public for free download and publication on other websites. These images are created and distributed by SearchSystems.net and must be used only as described on the site. You may not change or delete the code or the comment tags in the code provided, except for the image location tag if you are hosting the image on your own server. You are also prohibited from creating or using any other images or banners other than the ones provided to link or otherwise refer to SearchSystems.net.

If you decide to place our banners on your site, please **email us** with the URL of your site and notify us of the link. We reserve the right to request any web site to remove any or all SearchSystems.net banners, images or any other intellectual property at any time.

Downloading, publication or other usage of our banners creates no reciprocal duties on Searchsystems.net's part whatsoever, including, but not limited to, the duty to recompense you for any damage caused through the download, publication or other usage of those links, the duty to recompense you for any damage caused by your viewer's activating, tampering with or otherwise accessing those banners, or the duty to pay you for any traffic or business sent to our site via those banners.

### **Disclaimer of Warranties**

SearchSystems.net neither has any control over the content contained in websites whose links appear on SearchSystems.net, nor does SearchSystems.net screen the content on those Websites for accuracy or otherwise. SearchSystems.net disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material found in websites listed on SearchSystems.net. SearchSystems.net disclaims any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material. SearchSystems.net disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Internet through SearchSystems.net.

SearchSystems.net is provided "as is," with no warranties whatsoever. SearchSystems.net expressly disclaims to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, durability and fitness for a particular purpose, quality, satisfactory quality, title and non-infringement of proprietary rights. SearchSystems.net disclaims any warranties regarding the security, reliability, timeliness, and performance of SearchSystems.net. SearchSystems.net disclaims any warranties for any information or advice obtained through the SearchSystems.net. SearchSystems.net disclaims any warranties for services or goods received through or advertised on SearchSystems.net or received through any links provided by SearchSystems.net, as well as for any information or advice received through any links provided in SearchSystems.net.

You understand and agree that you download or otherwise obtain material or data through the use of SearchSystems.net at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results in the download of such material or data.

Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. You may also have other rights that vary from state to state and jurisdiction to jurisdiction.

### **Limitation of Liability**

Under no circumstances shall SearchSystems.net be liable to any user on account of that user's use or misuse of or reliance on SearchSystems.net. Arising from any claim relating to this agreement or the subject matter hereof such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort (including negligence), or otherwise, even if SearchSystems.net has been advised of the possibility of such damages. Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on SearchSystems.net, from inability to use SearchSystems.net, or from the interruption, suspension, or termination of SearchSystems.net (including such damages incurred by third parties). This limitation shall also apply with respect to damages incurred by reason of other services or goods received through or advertised on SearchSystems.net or received through any links provided in SearchSystems.net, as well as by reason of any information or advice received through or advertised on SearchSystems.net or received through any links provided in SearchSystems.net. This limitation shall also apply, without limitation, to the costs of procurement of substitute goods or services, lost profits, or lost data. Such limitation shall further apply with respect to the performance or non-performance of SearchSystems.net or any information or merchandise that appears on, or is linked or related in any way to, SearchSystems.net. Such limitation shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

Some states or other jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitations and exclusions may not apply to you.

Without limiting the foregoing, under no circumstances shall SearchSystems.net be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

### **Choice of Law**

These Terms of Service will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Service to be unenforceable, the remainder of the Terms of Service will continue in full force and effect.

#### **Entire Agreement**

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by SearchSystems.net.

**Newsletter | Banners | Privacy Policy | About Us | Submit a Link | Signup**

**Copyright © 2003-2006 Pacific Information Resources, Inc.  
All rights reserved.**

**Disclaimer | Terms of Service**

**Company Backgrounds** - Hire better employees, backgrounds  
Personal Svc.-affordable- accurate [www.thegunteragency.net](http://www.thegunteragency.net)

[Ads by Google](#)

[Advertise on this site](#)